GOVERNMENT OF KARNATAKA

BRUHAT BANGALORE MAHANAGARA PALIKE
N R SQUARE, BENGALURU-02

Re-Tender for the supply of dailies and magazines for BBMP Schools and Colleges of West, RR nagar and East zones.

Tender Reference number: BBMP/2023-24/IND0012/CALL-2

TENDER SCHEDULE

1.	Tender Reference No.	:	BBMP/2023-24/IND0012/CALL-2
2.	Date of Commencement of Download of Tender Document from Karnataka public Procurement portal website: http://kppp.karnataka.gov.in	:	On 14/12/2023onwards
3.	Date, Time & Venue of Pre-bid Meeting	:	18/12/2023 at 11:30 AM at the following venue: OFFICE OF SENIOR ASSISTANT DIRECTOR, HEAD OFFICE, BRUHAT BANGALORE MAHANAGARA PALIKE, BENGALURU.
4.	Last Date and Time for uploading Online Queries in Karnataka public Procurement portal	:	18/12/2023 upto 5:00 PM
5.	Last Date and Time for uploading of eTender in Karnataka public Procurement portal	:	28/12/2023 upto 5:00 PM
6.	Date and Time of Opening of Technical Bids in Karnataka public Procurement portal	:	29/12/2023 5:30 PM
7.	Date and Time of Sample submission	:	Will be intimated after technical bid opening
8.	Address for Communication	:	OFFICE OF SENIOR ASSISTANT DIRECTOR, BRUHAT BANGALORE MAHANAGARA PALIKE, BENGALURU. Phone: *080* -22112585/080-22975824/080-22975728 Email: eoeducation@yahoo.in

Note:

- Completed tenders shall be uploaded through an Karnataka public Procurement portal by the Tenderers using their User ID on or before the last date & time stipulated.
- In the event of the specified date of opening of Technical Bid (First Cover) being declared a holiday for the Purchaser, the Technical Bid will be opened on the next working day.

SECTION I

INVITATION FOR TENDER (IFT)

IFT NO: **BBMP/2023-24/IND0012/CALL-2** Date:15/11/2023

1. The Senior assistant director Education BBMP (Purchaser) BBMP invites re-Tender from eligible tenderers who are registered in the Karnataka public Procurement portal for the supply of the goods listed below:

Sl.no	Name of the Product	Frequency	Number of issues	Volumes per institution	Total number of copies per institutions for 6 months	Total number of Institutions	Total copies	EMD	Annual Turnover	Annual Turnover for Miro & small Enterprises	performance of manufacturer 80%	Performance for Micro & small enterprises 40%	performance of Authorized Representative 30%
1	Sport Star	Fortnightly	12	5	60	44	2,640	4,950	1,98,000	99,000	2,112	1,056	792
2	Young world	Weekly	25	5	125	44	5,500	1,238	49,500	24,750	4,400	2,200	1,650
3	The Hindu in school	Daily(Monday to Friday)	120	50	6000	44	2,64,000	26,400	10,56,000	5,28,000	2,11,200	1,05,600	79,200
4	The Hindu in school-on Sunday (Weekend)	Weekly	25	5	125	44	5,500	3,025	1,21,000	60,500	4,400	2,200	1,650
								35,613	14,24,500	7,12,250			

2. The Bidders should submit tenders through Karnataka public Procurement portal for all the above given goods. Bidders are advised to note the qualification criteria specified in Section VII to qualifyfor award of the contract.

3. Tender documents may be downloaded from https://kppp.karnataka.gov.in/. The bidders will be required to register themselves with the center for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website https://kppp.karnataka.gov.in/.

4. The Earnest Money Deposit shall be paid through any of the following e-payment modes.

a. Credit card

b. Debit card.

b. Direct debit (ICICI bank holders only)

c. National Electronic Fund Transfer.

d. Remittance over the ICICI Bank counters using OTC challan anywhere in India. The supplier/contractor's bid will be evaluated only on confirmation of receipt of thepayment (EMD) in the GoK's central pooling a/c held at ICICI Bank

5. Technical bids will be opened online in the Karnataka public Procurement portal. If the office happens to be closed on the last date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

6. Other details can be seen in the tender document.

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SECTION – II: INSTRUCTIONS TO TENDERS

A. INTRODUCTION

1 Eligible Bidders

1.1 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the supply of goods to be purchased under this Invitation for Tenders.

1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the concerned State Government or by Government of India.

2. Cost of tendering

2.1 The Bidders shall bear all the costs associated with the preparation and submission of its tender and Senior assistant director (Education) BBMP hereinafter referred to as purchaser, will in no Case be responsible or liable for these costs regardless of the conduct or outcome of the tender process.

B. TENDER DOCUMENTS

3. Contents of Tender Documents

3.1 The Goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents include:

a) Instructions to Bidders (ITT)
b) General Conditions of Contract (GCC) ;
c) Special Conditions of Contract (SCC) ;
d) Schedule of Requirements;
e) Technical Specifications;
f) Tender Form and Price Schedules;
g) Earnest Money Deposit Form;
h) Contract Form;
i) Performance Security Form;
j) Performance Statement Form;
k) Manufacturer's Authorization Form; and
l) Equipment and Quality Control Form

3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be the Tenderer's risk and may result in rejection of its tender.

4. Clarification of tender Documents

4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing by queries through Karnataka public Procurement portal within specified date. The Purchaser will respond in writing for clarification of the tender documents which it receives no later thanlast date for receiving queries through Karnataka public Procurement portal prescribed by the Purchaser. Written copies of the Purchaser's response will be published in the e-procurement portal inthe form of Addendum / Corrigendum.

5. Amendment of Tender Documents

5.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason, whether at its own initiative or otherwise, modify the tender documents and notify the addendum on Karnataka public Procurement portal. No individual communication is made in this regard.

5.2 In order to allow prospective BIDDERS reasonable time in which to take the addendum into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders and issue corrigendum on Karnataka public Procurement portal.

C. PREPARATION OF TENDERS

6 Language of Tender

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser shall be written in English language. Supportive documents and printed literature furnished by the tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the tender, the translation shall govern.

7. Documents comprising the Tender

7.1 The tender prepared by the Tenderer shall comprise the following components:

a) A Tender Form and a price Schedule completed in accordance with ITT Clauses 8,9 and 10

b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

d) Earnest Money Deposit furnished in accordance with ITT Clause 13.

8. Tender Form

a. The Tenderer shall complete the Tender Form and the Price Schedule furnished in the Karnataka public Procurement portal, indicating the Goods to be delivered, quantity and prices.

9. Tender Prices

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods it proposes to supply under the Contract.

9.2 Prices indicated on the Price Schedule shall be entered including all taxes:

(i) the price of Quoted should be inclusive of all taxes and GST to the 44 BBMP schools and colleges of west, RR nagar and East zone.

9.3 Deleted.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

10. Tender Currency

10.1 Prices shall be quoted in Indian Rupees:

11. Documents Establishing Tenderer`s Eligibility and Conformity to Tender Documents

11.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents

establishing the tenderers eligibility to the tender and its qualifications to perform the contract if its tender is accepted.

11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to purchaser`s satisfaction:

(a) That in the case of tender offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized (as per authorization form in section XIII) by the goods` manufacturer or producer to supply the goods in India.
[Note: Supplies for any particular item in each schedule of the tender should be from one manufacturer only. Tenders from agents offering supplies from different manufacturers for the same item of the schedule in the tender will be treated as non-responsive.]

(b) That the tenderer has the financial, technical and production capability necessary toperform the contract and meets the criteria outlined in the qualification requirements specified in section VII. To this end, all the tenders submitted shall include the following information

i) the legal status, place of registration and principal place of business of the company or firm or partnership etc

ii) Details of experience and past performance of the tenderer on item offered and on those of similar nature within the past 3 years and details of current contracts in hand and other commitments. (suggested proforma given in Section XII)

12. Documents establishing goods eligibility and conformity to tender documents.

12.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawing and data, and shall consist of-

a) Deleted.
b) Deleted.
c) Deleted.

12.3 Deleted.

12.4 The samples submitted should be as per the technical specifications of this tender, subject experts will evaluate the submitted samples, if the submitted samples are not as per the technical specifications, if it is of poor quality then those bids will be rejected.

13. Earnest Money Deposit

13.1 Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V - Schedule of Requirements.

13.2 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The Earnest Money Deposit shall be denominated in Indian Rupees and shall be paid in the Karnataka public Procurement portal using the following payment modes:

- Credit Card.
- Direct Debit.
- Debit card.
- National Electronic Funds Transfer (NEFT)
- Over the Counter (OTC). The OTC payment facility will be available at the designated Bank and branch or any bank approved bye-Governance for making payments from the date of tender notification.

13.4 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5 Unsuccessful Tenderers' earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7 The earnest money deposit may be forfeited:

a) if a Tenderer i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or

b) in case of a successful Tenderer, if the Tenderer fails:

i) to sign the Contract in accordance with ITT Clause 30; or

ii) to furnish performance security in accordance with ITT Clause 31.

13.8 As per the circular number FD 130 exp-12/2015, dated 8th September 2015, issued by the Finance department, Government of Karnataka: EMD is exempted if "Micro and small enterprises registered with NSIC under a single point vendor registration scheme".

14. Period of Validity of Tenders

14.1 Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

15. Format and Signing of Tender

15.1 The Tenderer shall upload the tender along with all the requisite documents through e-tendering system by using user ID and digital signature on Technical and Financial Bids.

15.2 Any interlineations, erasures or overwriting shall be valid only if they are initiated by the persons or persons signing the tender.

D. SUBMISSION OF TENDERS

16. Submission of Tenders

16.1 All BIDDERS should submit their tenders through Karnataka public Procurement portal only.

16.2 Telex, Cable or facsimile tenders will be rejected.

16.3 Tender should be submitted

1. Technical bid as per section VII qualification criteria**.**

2. Financial bid in the Eportal.

17. Deadline for Submission of Tenders

17.1 Tenders must be uploaded and signed as specified under ITT Clause 16 no later than the

time and date specified in the Tender Schedule. In the event of the specified date for the submission of Tenders being declared a holiday, there will be no change in the date and time.

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Purchaser and BIDDERS previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Tenders

18.1 Karnataka public Procurement portal will not be accessible after the deadline and hence no late submission is possible and allowed.

19. Modification and withdrawal of Tenders:

19.1 The Tenderer may modify or withdraw its tender after the tender submission, for any number of times before the deadline for the submission of bids with no extra cost.

19.2 No tender may be modified subsequent to the deadline for submission of tenders.

19.3 No tender is allowed for withdrawal in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

E. TENDER OPENING AND EVALUATION OF TENDERS

20 Opening of Tenders by the Purchaser

20.1 The Purchaser will open all technical bids in Karnataka public Procurement portal.

20.2 In the event of the specified date of Tender opening being declared a holiday for the Purchaser, the tenders shall be opened at the appointed time and location on the next working day.

20.3 The BIDDERS' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening.

20.4 The Purchaser will open the technical bid in Karnataka public Procurement portal

21 Clarification of tenders

21.1 During evaluation of tender, the purchaser may, as its discretion, ask the tenderer for clarification of its tender. The request for clarification and response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

22. Preliminary Examination

22.1 The Purchaser will examine the tenders to determine whether they are complete,whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and uploaded, and whetherthe tenders are generally in order. Tenders from Agents, without proper authorization from the manufacturer as per Section XIII, shall be treated as non-responsive.

Where the Tenderer has quoted for more than one schedule, if the tender security furnished is inadequate for all the schedules, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender

security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Supplier does not accept the correction of errors, its tender will be rejected and its earnest money deposit may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6), force majeure(GCC clause 24) limitation of liability(GCC clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

22.6 However, if any further supportive documents to already submitted records are required by the purchaser to fulfill the eligibility criteria, the purchaser may call for additional documents from some BIDDERS or all the BIDDERS.

23. Evaluation and Comparison of Tenders

23.1 The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for each schedule separately. No tender will be considered if the complete requirements covered is not included in the tender.

23.2 Delted.

23.3 The purchaser`s evaluation of a tender will take into account, in addition to the tender price and price of incidental services the following factors in the manner and extent indicated in ITT clause 23.4 and in the technical specifications;

a) cost of inland transportation, insurance and other costs with in India incidental to the delivery of the goods to their final destination

b) delivery schedule offered in the tender

c) deviations in payment schedule from that specified in the special conditions of contract.

23.4 Deleted.

24 Contacting the purchaser

24.1 Subject to ITT clause 21, no tenderer shall contact the purchaser on any matter relating to the tender, from the time of tender opening to the time contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2 Any effort by the tenderer to influence the purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of tenderer`s tender

F. AWARD OF CONTRACT

25. Post qualification;

25.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause 11.2 and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 11, as well as such other information as the Purchaser deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

26. Award Criteria;

26.1 Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

27. Purchaser's right to vary Quantities at Time of Award

27.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders

28.1 The Purchaser reserves the right to accept or reject any tender, and to annul thetendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

29. Notification of Award

29.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer, in writing by registered letter or by cable/telex or Fax or e-mail, that its tender has been accepted.

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer’s furnishing of performance security pursuant to ITT Clause 31, the Purchaser will discharge its earnest money deposit at unsuccessful tenderer, pursuant to ITT Clause 13.

29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

30 Signing of Contract

30.1 At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall enter into an agreement with the Purchaser on Rs.200/- Stamp Paper (being First party as Purchaser & Second party as Supplier) and return to the Purchaser.

31 Performance Security

31.1 Within 21 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the General Conditions of Contract (GCC Clause 6.1), in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

32. Corrupt and fraudulent practices.

32.1 The Government requires the tenderers/suppliers/contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government

a) defines, for the purpose of this provision, the terms set forth as follows.
   i) "corrupt practice'' means offering, giving, receiving or soliciting of any thing of value to influence the act of public official in the procurement process or in the contract execution and
   ii) "fraudulent practice'' means misrepresentation of facts in order to influence a procurement process or the execution of the contract to the detriment of the Government and includes collusive practice among the tenderers (prior to or after tender submission) designed to a established prices at artificial non competitive levels and to deprive the Government of the benefits of free and open competition-
b) will reject a proposal for a award if it determines that the tenderer recommended for the award has engaged in corrupt or fraudulent practices in competing for contract in question:
c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it any other time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a Government financed contract.

32.2 further more tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the general conditions of the contract

33. Bidders will be debarred as per the KTPP act.

34. Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.

SECTION III: GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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1. Definitions:

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) The Contract means the agreement entered into between the Purchaser and theSupplier as recorded in the Contract Form signed by the parties including all the attachments and appendices thereto and all documents incorporated by referencetherein;

(b) The Contract Price means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

(c) The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

(d) Services means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

(e) GCC means the General Conditions of Contract contained in this section.

(f) SCC means the Special Conditions of Contract.

(g) The Purchaser means the organization purchasing the Goods, as named in SCC.

(h) The Purchaser's country is the country named in SCC.

(i) The Supplier means the individual or firm supplying the Goods and Services under this Contract.

(j) The Government means the Government of Karnataka State.

(k) The Project Site, where applicable, means the place or places named in SCC.

(l) Day means calendar day.

2. Application:

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods delivered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to theauthoritative standard appropriate to the goods country of origin and such standards shall bethe latest issued by the concerned institution.

4. Use of Contract Documents and Information; Inspection and Audit by the Government

4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information

furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4 The supplier shall permit the Government to inspect the Supplier's accounts and recordsrelating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

5. Patent Rights;

5.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6. Performance Security

6.1 Within 21 working days of receipt of the notification of contract award, the supplier shall furnish performance security to the purchaser for an amount of 5% of the contract value, which shall be valid up to 60 days after the date of completion of contract.

6.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

a. A Bank guarantee, issued by a nationalized/scheduled bank in the form provided in the tender documents or another form acceptable to the Purchaser; or
b. A cashier's cheque or Banker's certified cheque, or crossed demand draft or pay order drawn in favour of the Purchaser.; or
c. Specified small savings instruments duly pledged to the Purchaser.

6.4 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations under the contract.

6.5 In the event of any contract amendment, the Supplier shall, within 20 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after thecompletion of performance obligations including Warranty obligations.

7. Inspections and Tests

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser.SCC

8. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

8.3 Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each Package will be marked on three sides with proper paint/indelible ink the following:

i)Project, ii) Contract No., iii) Suppliers Name, and iv) Packing List Reference number.

9. Delivery of service and Documents

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documentsto be furnished by the supplier are specified in SCC.

10. Insurance

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and strikes.

11. Transportation

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Bengaluru defined as Project site, transport to such place of destination in Bengaluru including insurance, as shall be specified in the Contract, shall bearranged by the Supplier, and the related cost shall be included in the Contract Price

12. Incidental Services

12.1 Nil

13. Payment

13.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

13.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

13.3 Payments shall be made promptly by the Purchaser but in no case later than sixty (60) days after submission of the invoice or claim by the Supplier.

13.4 Payment shall be made in Indian Rupees.

14. Prices

14.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of

the contract.

15. Change Orders

15.1 The Purchaser may at any time, by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
(b) the method of shipping or packing;
(c) the place of delivery; and/or
(d) the Services to be provided by the Supplier.

15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

16. Contract Amendments

16.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

17. Assignment

17.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

18. Subcontracts

18.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

18.2 Subcontracts must comply with the provisions of GCC Clause 2.

19. Delays in the Supplier's Performance

19.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

19.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

19.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

20. Liquidated Damages

20.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price.. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

21. Termination for Default

21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause :

"Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

22. Force Majeure

22.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

22.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23. Termination for Insolvency

23.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

24. Termination for Convenience

24.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

25. Settlement of Disputes

25.1 Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by

meetings between the parties.

25.2 Place of Jurisdiction

All the matter pertaining to court will be at Bangalore Jurisdiction only.

25.3 Arbitrations:

Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

26. Limitation of Liability

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

27. Governing Language

27.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

28.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

29. Notices

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30. Taxes and Duties

32.2 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

31. Debarment/Black listing:

32.1 The BBMP reserve the right to black-list debar any bidder/supplier due to any act of omission or commission or fraudulent act indulged or caused to be indulged by such bidder/supplier in the course of bidding process and/or in the execution or performance of any contracts which may be awarded to the bidder/supplier pursuant to the tender provided however, that the department shall be obliged to allow on opportunity of being heard to such bidder/supplier before any order of black-listing/debarment could be passed any such order of black-listing/debarment that may be passed by the department shall be without prejudice to other rights of actions available to the department against the bidder/supplier under the tender terms & conditions.

SECTION IV: SPECIAL CONDITIONS OF THE CONTRACT

Table of clauses

Item Number	Topic
1	Definitions (GCC clause 1)
2	Inspection and tests (GCC clause 7)
3	Delivery and documents ((GCC clause 9)
4	Incidental services (GCC clause 12)
5	Payment (GCC clause 14)
6	Settlement of disputes (GCC clause 26)
7	Notices (GCC clause 30)
8	Progress of supply
9	Right to use defective equipment
10	Supplier integrity
11	Supplier1s obligations
12	Patent rights

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The purchaser is Senior Assistant director education BBMP.

(b) The Supplier is the successful L1 bidder.

2. Inspection and Tests: This clause is deleted.

3. Delivery and Documents (GCC Clause 9)

Upon delivery of the Goods, the supplier shall notify the purchaser:

Four Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount

4. Incidental Services (GCC Clause 12)

4.1. The following services shall be furnished and the cost shall be included in the contract price:

4.1.1. supply to all the locations.

5. Payment (GCC Clause 14)

a) 100% on the supply.

6. Settlement of Disputes (GCC Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled by Chief Commissioner BBMP.

7. Notices (GCC Clause 30)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Senior assistant director BBMP.

Supplier: (To be filled in at the time of Contract signature)

.....

8. Progress of Supply:

Supplier shall regularly intimate, on day-to-day basis, the progress of supply, in writing, to the Purchaser as under

- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Date of competition of entire contract including incidental services if any –and
- Date of receipt of entire payment under the contact(in case of stage wise inspection, details required may also be specified)

9. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance

with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

10. Supplier's Obligations:

i. The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.
ii. The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.
iii. The Supplier is responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.
iv. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

11. Patent Rights:

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensationincluding all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such a claim, if it is made, without delay.

SECTION V - SCHEDULE OF REQUIREMENTS

Sl.no	Name of the Product	Frequency	Number of issues	Volumes per institution	Total number of copies per institutions for 6 months	Total number of Institutions	Total copies	EMD	Annual Turnover	Annual Turnover for Miro & small Enterprises	performance of manufacturer 80%	Performance for Micro & small enterprises 40%	performance of Authorized Representative 30%
1	Sport Star	Fortnightly	12	5	60	44	2,640	4,950	1,98,000	99,000	2,112	1,056	792
2	Young world	Weekly	25	5	125	44	5,500	1,238	49,500	24,750	4,400	2,200	1,650
3	The Hindu in school	Daily(Monday to Friday)	120	50	6000	44	2,64,000	26,400	10,56,000	5,28,000	2,11,200	1,05,600	79,200
4	The Hindu in school-on Sunday (Weekend)	Weekly	25	5	125	44	5,500	3,025	1,21,000	60,500	4,400	2,200	1,650
								35,613	14,24,500	7,12,250			

1. Delivery Schedule

1.1. should be supplied to consignee as per the below schedule:

Sl.no	Name of the Product	Frequency	Total number of Institutions
1	Sport Star	Fortnightly	44
2	Young world	Weekly	44
3	The Hindu in school	Daily(Monday to Friday)	44
4	The Hindu in school-on Sunday (Weekend)	Weekly	44

2. Consignee Details

44 BBMP schools and colleges of west, East and RR nagar zones, detailed consignee list will be issued in the supply order.

SECTION VI
TECHNICAL SPECIFICATIONS

Sl.no	Name of the Product	Frequency	Total number of Institutions
1	Sport Star	Fortnightly	44
2	Young world	Weekly	44
3	The Hindu in school	Daily(Monday to Friday)	44
4	The Hindu in school-on Sunday (Weekend)	Weekly	44

SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

1. (a) The tenderer should be a manufacturer/printer/publisher/supplier who must have printed/supplied similar to the type specified in the 'Schedule of Requirements' up to at least 80% of the quantity required in any one of the last 3 years (i.e 2020-21, 2021-22, 2022-23). (As per GO no FD 908 Exp-12/2019 Bengaluru dated 21/07/2020. 40% performance for Micro and small enterprises bidder of respective quantity as per schedule of requirement in any one of the last two years i.e., 2021-22, 2022-23)

(b) Tenders of tenderers quoting as authorized representative of a manufacturer/printer/publisher, meeting with the above requirement in full, can also be consideredprovided:

(i) the manufacturer/printer/publisher furnishes authorization in the prescribed format: and

(ii) the tenderer, as authorized representative, has supplied satisfactorily at least 30% of the quantity similar to the type specified in the Schedule of Requirements in any one of the last three years (i.e 2020-21, 2021-22, 2022-23).

2. The tenderer should furnish the information on all past supplies and satisfactory performance for both (a) and (b) above, in proforma under Section XII.

3. Annual Turnover as below:

Sl.no	**Name**	**The average Annual financial Turnover of the tenderer during the last 3 preceding financial years (i.e 2020-21, 2021-22, 2022-23)**	**The average Annual financial Turnover of the tenderer (Micro & small Enterprises) during the last 2 preceding financial years (i.e 2021-22,2022-23)**
1	Sport Star	1,98,000	99,000
2	Young world	49,500	24,750
3	The Hindu in school	10,56,000	5,28,000
4	The Hindu in school-on Sunday (Weekend)	1,21,000	60,500
	Total	14,24,500	7,12,250

4. The samples submitted should be as per the specifications of this tender, subject expertswill evaluate the submitted samples, if the submitted samples are not as per the specifications, if it is of poor quality then those bids will be rejected.

SECTION VIII: TENDER FORM

Tender Reference number: Date :

From,

To
Senior assistant director Education,
BBMP, Bengaluru

Sir,

Having examined the Tender Documents including Addenda …… ……., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the goods as per tender conditions and provide service in accordance with said tender documents and the rates uploaded in the Eportal is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods and service in accordance with the delivery schedule specified in the Schedule of Requirements.

If the tender is accepted, the first party shall obtain from the successful bidder, the guarantee of sum equivalent to 5% of the contract price for the due performance of the contract in the form of Bank Guarantee.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.
We clarify/confirm that we comply with the eligibility requirements as per ITT Clause 1 of the tender documents.

Dated this day of 20 .....

(signature)

FINANCIAL BID

Rates to be quoted in the Eportal Only.

SECTION IX:

EARNEST MONEY DEPOSIT BANK GUARANTEE FORM: Not applicable.

SECTION X:
CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20... Between..... *(Name of purchaser)* of..... *(Country of Purchaser)* (Hereinafter called "the Purchaser") of the one part and..... *(Name of Supplier)* of..... *(City and Country of Supplier)* (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain ancillary services viz.,..... *(Brief Description of Services)* and has accepted a tender by the Supplier for the supply of those services in the sum of.....*(Contract Price in Words and Figures)* (Hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and satisfactory services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and satisfactory services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
   Brief particulars of the services which shall be supplied/provided by the Supplier are as under:

SL.NO.	BRIEF DESCRIPTION OF SUPPLY	UNIT PRICE	TOTAL PRICE	Delivery terms

Total value:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said .....(For the Purchaser)
in the presence of:.....
Signed, Sealed and Delivered by the said.....(For the Supplier)
in the presence of:.....

SECTION XI

PERFORMANCE SECURITY FORM

To: (Name of Purchaser)
.....
..... (Name of Supplier)

WHEREAS hereinafter called "the Supplier" has undertaken , in pursuance of Contract dated,..... No..... 20... to Supply.....

..... (Description of Supply) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of .....(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors
.....
.....
.....
Date.....20....
Address:.....
.....
.....

Nationalized Bank to be furnished.

SECTION XII

(Please see Clause 11.2 (b) of the Instructions to Tenders)

Proforma for Performance Statement of the last three years

Name of the Firm:

……..

Orders placed by (Full address of Purchaser)	Order No and Date	Description of goods ordered	Value of Order	Date of Completion of delivery of goods As per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods been supplied satisfactorily functioning. (Attach a Certificate from the Purchaser if any)
1	2	3	4	5	6	7

Signature and Seal of the Tenderer:

SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) of Instructions to BIDDERS)

No._____dated

To

Dear Sir:

.

We… .....who are established and reputable manufacturers of .....(name and description of goods offered) having factories at..... (address of factory) do hereby authorize M/s… .....(Name and address of Agent) to submit a tender, and sign the contract with you for the goods manufactured by us against the above.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

FORMAT OF AFFIDAVIT

[To be submitted by bidder on Stamp Paper of Rs. 200/-]
[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s._____on day_____, Year__, for the tender called by BBMP, for the tender _____ vide Reference No._____.
We/I hereby declare and undertake on oath as follows:

1) We / I that all the documents, testimonials, certificates, etc., submitted by us for the above-mentioned tender are all correct and genuine.
2) We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, submitted by us as proof for 80% Performance Criteria and 30% Performance Criteria are correct and genuine.
3) We / I declare that our firm / company M/s._____is not blacklisted or de-registered by any Government / Quasi Government / and other organization.
4) We / I declare that we / I will not supply End of Life and / or refurbished / items.
5) We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BBMP for the period of five years.

Identified by me:

Deponent

Advocate
Name:_____
Title:_____
Company:_____
Date:_____
Place: _____

ANNUAL TURNOVER STATEMENT

The Annual Turnover of M/s. _____
for the past three years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover (in Rs.)
1.	2020-21	
2.	2021-22	
3.	2022-23	

Date:
Place:
UDIN:
Chartered Account's Seal:

Chartered Account's Signature:
Name:

Chartered Accountant's Registration Number:

PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

(To be furnished on the Bidder's Letterhead)

Ref …… Date …….

To,
Senior assistant director
BBMP, Bengaluru

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause of Bid Documents relating to the Tender Enquiry No. ……

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that..... (Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that …….(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certifythat our bid fulfils all requirements in this regard and is eligible to be considered and alsoevidence of valid registration issued by the Competent Authority is uploaded.

Date:

Signature along with Seal of Co.

…….
(Duly authorised to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co..... (in Block Letters)

***Strike out whichever is not applicable.**

Please Note: Among the above two declarations, only one which is applicable is to be declared.

BANK ACCOUNT DETAILS

The bidder shall provide all the information such as Bank Account details, valid email ids, and valid contact Number of the contact person on the letterhead of the bidder.

IFT No._____ Date:___/___/_____

1) For RTGS
   a) Benefeciary Name:
   b) Benefeciary Bank and Branch:
   c) Address and Phone No. of Bank:
   d) Account No.:
   e) IFSC Code:

2) For Confirmation of transfer
   a) Name of the Contact Person
   b) Designation:
   c) Mobile Phone No.:
   d) Email id:

Date: Signature:
Place: Name:
Company Seal: Designation:

CHECKLIST OF DOCUMENTS TO BE SUBMITTED BY BIDDERS

IFT No._____ Date:___/___/_____

Sl.	Details	Submitted (Yes / No)
1.	Earnest Money Deposit (EMD)	
2.	GST Registration Certificate	
3.	Annual Turnover for the past three year as per format along with the ITR returns	
4.	Balance Sheet for the past three years	
5.	Profit and Loss account statement for the past three years	
6.	Certificate of Incorporation of the bidder	
7.	Tender offer form as per proforma given in Section-VIII	
8.	Affidavit as per format	
9.	manufacturer/printer/publisher Authorization as per proforma given in Section-XIII	
10.	80% /40% Performance Statement to be submitted by the manufacturer/printer/publisher as per proforma	
11.	Proof of 80% performance (Supply orders or invoice copies) to be submitted by the manufacturer/printer/publisher	
12.	30% Performance statement to be submitted by dealer / authorized agent as per proforma	
13.	Proof of 30% performance (Supply orders or invoice copies) to be submitted by dealer / authorized agent	
14.	PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS	
15.	Any other documents as mentioned in tender document	

Date: Signature:
Place: Name:
Company Seal: Designation: